

**VOLUNTARY CLEANUP CONTRACT
11-5976-NRP**

**IN THE MATTER OF
A PORTION OF THE CSX PROPERTY SITE, SPARTANBURG COUNTY
and
SNYDER LAND INVESTMENTS, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and Snyder Land Investments, LLC, with respect to a portion of the Property located at 297 West Main Street, Spartanburg, South Carolina. The Property includes approximately 3.127 acres known as CSX Lot 1, which has not been assigned a Tax Map Serial Number by Spartanburg County. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of March 2, 2011, and any amendments thereto, by GEL Engineering LLC on behalf of Snyder Land Investments, LLC which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. .§ 48-1-10, et. seq. (as amended), the S.C. State Underground Petroleum Environmental Response Bank

Act, S. C. Code Ann. § 44-2-10, et. seq. (as amended) or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

A. "Snyder LI" means Snyder Land Investments, LLC.

B. "Snyder LI Beneficiaries" means Snyder LI, their Non-Responsible Party lenders, parents, managers, members, employees, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.

C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.

D. "Contract" means this Voluntary Cleanup Contract.

E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.

F. "Existing Contamination" shall mean any Contamination including contaminants, pollutants, hazardous substances, or petroleum or petroleum products present on, or under, the Property as of the execution date of this Contract.

G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Snyder LI.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

A. Owners and Operators: The owners and operators of the Property include the following:

City Council of Spartanburg to
Port Royal and Western Carolina RR Co.

Recorded September
1896

Various Owners to
Charleston & Western Carolina Railway Company

1904 to 1913

City of Spartanburg to Seaboard System Railroad, Inc.

March 1985

CSX Transportation, Inc.

Current

Through a series of mergers and name changes, CSX Transportation, Inc. succeeded to the interest of the numerous Grantees.

B. Property and Surrounding Areas: The Property totals 3.127-acres consisting of one lot identified as Lot 1 on plat survey by Mitchell Surveying, revised date

January 27, 2011, for Snyder Land Investments, LLC Snyder Investments, Inc. The Property extends from W. Henry Street to the south northward almost to the intersection of Broad Street and Groce Street. The Property extends westward to CSX's bulk material rail to truck transfer facility, with warehouse beyond. Adjoining properties to the east are occupied by commercial enterprises including Snyder Investments (Snyder Electric), formerly Purina Mills, and a City of Spartanburg lay-down yard. Moretex Chemical Products, Inc. is located west of the Property beyond the CSX transfer facility.

C. Investigations / Reports: The following documents have been submitted to support Snyder LI's Application for entrance into a voluntary cleanup contract:

- 1). *Phase I Environmental Assessment Report CSX Property, 3.801-Acre Parcel*, dated November 17, 2010, submitted by GEL Engineering LLC in March 2011. This Phase I was conducted for the eastern portion of the CSX property located at 297 W. Main Street and further identified by seven separate parcels. CSX also owns the western portion, which is a bulk material rail to truck transfer facility. The entire CSX property has been a rail yard with spurs crossing to access adjacent businesses. Remnants of the former rail spurs remain to include cinder and rock ballast, creosote coated crossties, and rails. A metal-clad shed with an above ground storage tank (AST) containment structure is located on the southern portion of the eastern property and was used as a locomotive fueling facility. A pole mounted electrical transformer is located adjacent to Groce Street; it has not been designated as polychlorinated biphenyls (PCB) compliant but a release has not been observed. Numerous recognized environmental conditions (RECs) were noted with respect to the Property and the adjoining properties. The onsite RECs include construction, demolition and trash debris. RECs associated with adjacent or nearby properties include the detection of chlorinated solvents and petroleum hydrocarbons in soil and groundwater and the potential for impact from former service stations along W. Main

Street, operations at Moretex Chemical Products, the CSX Railroad/Transflo facility.

- 2). *Limited Phase II Environmental Site Assessment CSX Property, 3.8-Acre Parcel*, dated January 26, 2011, submitted by GEL with the March 2011 Application. No new RECs were identified in this document. Eleven subsurface soil samples and one groundwater sample were collected and analyzed for the petroleum hydrocarbon constituents benzene, toluene, ethylbenzene and xylenes (BTEX) plus naphthalene, methyltert-butyl-ether (MTBE) and for polynuclear aromatic hydrocarbons (PAHs). Samples were collected from the most southern parcel at the location of the former AST and along its associated pipeline. Soil and groundwater have been impacted by BTEX, naphthalene, and by PAHs.

D. Applicant Identification: Snyder Land Investments, LLC is a South Carolina limited liability company. Its principal place of business is located at 158 South Daniel Morgan Avenue. Snyder LI affirms that it has the financial resources to conduct the response action pursuant to this Contract.

E. Proposed Redevelopment: Snyder Land Investments LLC will acquire Lot 1. Snyder LI expects the Property to be redeveloped for commercial/industrial purposes. Although redevelopment plans have not been finalized, one component will be the removal of the debris.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. Snyder LI certifies that it and its member are Non-Responsible Parties at the Site and are eligible to be a Bona Fide Prospective Purchaser for the Property. Snyder LI certifies that its activities will not aggravate or contribute to Existing Contamination on the Property or pose significant human health or environmental risk.

RESPONSE ACTION

4. Snyder LI agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Snyder LI, or its designee, within thirty days after the date of execution of this Contract, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Snyder LI, or its designee in accordance with the schedule provided in the initial Work Plan. Snyder LI acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. Snyder LI agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, Snyder LI may seek an amendment of this Contract to clarify its further responsibilities. Snyder LI shall perform all actions required by this Contract, and any related actions of Snyder LI's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Snyder LI shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.

- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or remedial activities consistent with the following:
- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include: 1) the full EPA-TAL (Target Analyte List); 2) the full EPA-TCL (Target Compound List); 3) the TAL-Metals (EPA-TAL excluding Cyanide); 4) SVOCs (EPA-TCL Semi-Volatile Organics); 5) VOCs (EPA-TCL Volatile Organic Compounds); 6) Pesticides (the EPA-TCL Pesticides); 7) PAHs (Polynuclear Aromatic Hydrocarbons); or 8) Herbicides.
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" (RSL Document) in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections levels, the analytical method shall use the lowest achievable detection levels.
- 6). The Work Plan shall include the names, addresses, and telephone numbers of Snyder LI's consulting firm(s), analytical laboratories, and Snyder LI's contact person for matters relating to this Contract and the Work Plan.
- a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work

Plan.

- b). Snyder LI shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Snyder LI in writing of approvals or deficiencies in the Work Plan.
- 8). Snyder LI, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Snyder LI shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Snyder LI shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Snyder LI shall preserve items that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Snyder LI shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics:

- 1). A Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 2). The Report(s) of assessment activities shall include a discussion of

investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). Snyder LI shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Construction and demolition debris;
 - b). Scrap metal, piping and valves;
 - c). Discarded railroad crossties (typically creosote treated), rails, rock and cinder (possibly coal) ballast materials.
- 2). Snyder LI shall also characterize any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Snyder LI shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). Snyder LI shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Snyder LI shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). Snyder LI shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). Snyder LI shall report sufficient information to the Department to allow the Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to Snyder LI, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). Snyder LI shall collect and analyze a minimum of twelve (12) soil samples from six (6) locations on the Property. Snyder LI shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from the following areas:
 - a). Two biased locations at the rail spurs – analysis for TAL metals, PAH, Pentachlorophenol, and Herbicides;
 - b). Two biased locations in the vicinity of soil borings SB-6 and SB-8 on the Property – analysis for BTEX, Naphthalene and PAHs.
 - c). Two additional locations in the northern portion of the Property.
- 2). Unless otherwise specified, each surface soil sample shall be analyzed for TAL-Metals, SVOCs and Herbicides. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. Based on Phase II data, a minimum of one (1) surface and one (1) subsurface sample from the former AST/pipeline area located in the southern portion of the Property shall be analyzed for the full EPA-TAL, EPA-TCL plus Herbicides.
- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). Snyder LI shall assess groundwater quality and the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells to be installed across the Property. In the event that groundwater is not encountered above competent rock at each location, Snyder LI shall use available technology to obtain a groundwater sample to a maximum depth of 40 feet into competent rock. In the event that groundwater is not encountered above competent rock in three locations on the Property, Snyder LI may use current potentiometric data from wells located on adjacent properties in order to evaluate the direction of groundwater flow. Specific locations shall be as follows:
 - a). A location in the northern portion of the Property presumed to be hydraulically downgradient of a potential off-site source (former service stations to the north);
 - b). At the former AST/pipeline area located on the southern portion of the Property.
 - c). In a third location presumed to be impacted from site activities.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs, and SVOCs. In addition, the sample from the former AST/pipeline area on Lot 1 shall be analyzed for the full TAL/TCL parameters plus Herbicides.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). Snyder LI shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and

Ettinger Model to determine "Significant concentrations" based on representative soil and/or groundwater quality results reflective of the Property. The model will be constrained towards predicting commercial/industrial exposures consistent with the building construction proposed to be used on the Property.

- 2). Snyder LI's evaluation shall, unless otherwise agreed to by the Department, consist of the collection and analysis of a minimum of one soil gas sample in the proposed footprint of every two thousand square foot of building to be constructed for human use and occupancy on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). The Department may allow Snyder LI to implement Vapor Intrusion control measures in lieu of the above evaluation, or use alternative evaluation methods that, in the Department's sole discretion, offer a similar degree of data usability.
- 4). Snyder LI shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs). The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). Prior to conducting the assessment, Snyder LI shall stabilize or remove from

the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.

- a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Snyder LI shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Snyder LI may conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Snyder LI shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- 3). If levels of Contamination on the Property are determined to be unacceptable for the intended use of the Property, Snyder LI shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
- a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure.
 - i. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.

- ii. Upon completion of any corrective measures, Snyder LI shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- I. Monitor and/or abandon the monitoring wells:
 - 1). Snyder LI shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
 - 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
 - 3). Snyder LI shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. Snyder LI shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). Snyder LI agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Snyder LI.

PUBLIC PARTICIPATION

6. Snyder LI and the Department will encourage public participation to implement this Contract as follows:

- A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Snyder LI.
- B. Snyder LI shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
- 1). The sign will state "Voluntary Cleanup Project by Snyder LI under Voluntary Cleanup Contract 11-5976-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of Snyder LI. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
 - 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
 - 3). Snyder LI shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
 - 4). Snyder LI agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
 - 5). Snyder LI shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
 - 6). The sign(s) may be removed to accommodate building or grading activities; however, Snyder LI shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Snyder LI shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within ninety (90) days of workplan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
 - B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Snyder LI shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Snyder LI shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Snyder LI Beneficiaries shall enter and record a Declaration of Covenants and

Restrictions (Declaration) for the Property to restrict the use of the Property to commercial / industrial use as this assessment is not comprehensive enough to determine whether the Property can meet unrestricted use (Regional Screening Levels for residential use). The recorded Declaration shall be incorporated into this contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to Snyder LI Beneficiaries. An authorized representative of Snyder LI Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. Snyder LI Beneficiaries shall file the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Snyder LI Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, Snyder LI Beneficiaries may create a new parcel that will be subject to the Declaration.
- E. The Declaration shall be recorded on the master deed of any planned development for the Property and noted, or referenced hereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

F. The Declaration shall reserve a right of entry and inspection for Snyder LI Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

- 1). Snyder LI Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
- 2). Snyder LI Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Snyder LI acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

H. Snyder LI Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May ^{31st} in a manner and form prescribed by the Department.

I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the

Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

B. All correspondence and notices to Snyder LI shall be submitted to Snyder LI designated contact person who as of the effective date of this Contract shall be:

Roger Snyder, Member
Snyder Land Investments, LLC
158 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306

FINANCIAL REIMBURSEMENT

11. Snyder LI shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C .Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Snyder LI on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Roger Snyder, Member
Snyder Land Investments, LLC
158 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 19 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 19 herein.

ACCESS TO THE PROPERTY

12. Snyder LI Beneficiaries agree the Department has an irrevocable right of access to the Property for environmental response matters after Snyder LI acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons

performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued on the Property to Snyder LI under this Contract as follows:

- A. Snyder LI shall request a Certificate of Completion pursuant to § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Snyder LI has successfully and completely complied with the Contract and the voluntary cleanup approved under §§ 44-56-710 through 760 (2002, as amended).
- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been filed, but all actions under this Contract have not been completed due to Property-specific circumstances.
 - 1). A Provisional Certificate of Completion will include specific performance standards that Snyder LI Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if Snyder LI Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. Snyder LI Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Snyder LI Beneficiaries shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The obligations and protections of this Contract apply to and inure to the benefit of the Department and to Snyder LI Beneficiaries. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. Snyder LI Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. If the Certificate of Completion has not been issued, Snyder LI Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of an application documenting that the new person or entity:
- 1) Is eligible to be a Bona Fide Prospective Purchaser for the Property;
 - 2) Has sufficient resources to complete the activities of this Contract;
 - 3) Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract;
 - 4) Will assume the protections and all obligations of this Contract and,

5) Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If any portion of the Property is sold prior to the filing of a Declaration, the deed conveying that portion of the Property shall include a statement that the Property is the subject of a Voluntary Cleanup Contract entered into by Snyder LI and the Department, VCC # ____, dated ____ and is subject to the terms and conditions of the VCC and any applicable covenants and restrictions that may be attached thereto and made a part of the VCC.

D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Snyder LI Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is recorded on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. Snyder LI Beneficiaries and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination shall provide Snyder LI an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms of this Contract;
- 2). Change in Snyder LI Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Snyder LI Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Snyder LI Beneficiaries; or
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Snyder LI Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this contract; or,
- 7). Failure by Snyder LI Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Snyder LI Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Snyder LI Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or

contributed by Snyder LI Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Snyder LI Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. This shall apply to that party's lenders, parents, subsidiaries, members, managers, employees, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party. The protections will continue for any other covered party who did not participate in the action giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Snyder LI Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from CERCLA contribution claims.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
 - 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.
- B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Snyder LI Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Snyder LI Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Snyder LI Beneficiaries. The Department retains all rights under State and Federal laws to compel Snyder LI Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Snyder LI Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Snyder LI Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Snyder LI Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY SNYDER LI

19. Snyder LI retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. Snyder LI Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute to the Property. However, Snyder LI Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Snyder LI Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Snyder LI Beneficiaries. Snyder LI Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY SNYDER I&L BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Snyder LI Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

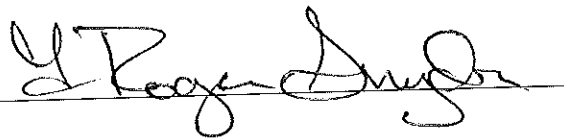
DATE:

Reviewed by Office of General Counsel

SNYDER LAND INVESTMENTS, LLC

BY:

DATE:



6/7/2011

F. Roger Snyder, Member

APPENDIX A

SNYDER *Land Investment, LLC*

158 South Daniel Morgan Avenue
Spartanburg, South Carolina 29306-3269

Phone (864) 582-3550
Fax (864) 582-3516
Email snyderel@bellsouth.net

June 1, 2011

RECEIVED

JUN 02 2011

SITE ASSESSMENT,
REMEDIATION &
REVITALIZATION

Jo Cherie Overcash, Hydrogeologist
Brownfields Program
Division of Site Assessment, Remediation and Revitalization
Bureau of Land and Waste Management
SC Dept. of Health and Environmental Control
2600 Bull Street
Columbia, SC 29201

RE: VCC for Snyder Land Investments, LLC
CSX Railroad Property
Spartanburg, SC

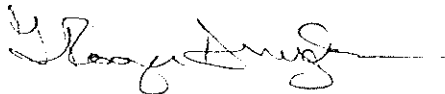
Jo Cherie:

I enjoyed our conversation on the conference call Tuesday regarding our VCC on the CSX Railroad Property. I appreciate your efforts to expedite this due to our narrowing window of opportunity with CSX regarding this parcel.

Attached you will find our revised VCC Application, limiting the VCC to the main parcel and one entity. If you need any additional information, do not hesitate to call me.

Thank you for your help.

Sincerely,



F. Roger Snyder

Office 864-582-3550
Cell 864-580-9311
Fax 864-582-3516
Email: snyderel@bellsouth.net



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name Snyder Land Investments, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Roger Snyder

Member

snyderel@bellsouth.net

Name

Title

Email

158 South Daniel Morgan Avenue

864-582-3550

864-580-9311

Address

Phone1

Phone2

Spartanburg

South Carolina

29306

City

State

Zip

b. Other Signatories ☒ None

| Name | Title | Phone | Email | Signature Required On Contract? |
|------|-------|-------|-------|---------------------------------|
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |
| | | () - | | <input type="checkbox"/> |

5. Physical Location of Applicant's Headquarters

Same as above

Street address

Suite Number

RECEIVED
JUN 02 2011

City

State

Zip

**SITE ASSESSMENT
REMEDIAATION &
REVITALIZATION**

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name
Snyder Land Investments, LLC

Name

Roger Snyder - Member

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?
☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Roger Snyder
Authorized Signatory

MEMBER, SNYDER LAND INVESTMENTS, LLC
Co-Signatories

II. Property Information

9. Location

a. Physical Address Single Tract located on eastern portion of a tract located at 297 West Main Street in Spartanburg, SC.

b. County Spartanburg County

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of City of Spartanburg
(town/city)

10. List any Companies or Site names by which the Property is known

CSX Railroad

11. Total Size of Property Covered by this Contract 3.127 Acres

12. How many parcels comprise the Property? One parcel owned by CSX, Spartanburg has not assigned the property a tax map

13. Current Zoning (general description)

Light Industrial

These districts are intended for industrial uses, which are (Light Industrial) not offensive to nearby commercial or residential uses, and for business uses which generally support and are integrated with these industrial uses. Further development of residences is prohibited from these districts to prevent residences from being established under strongly adverse conditions and to conserve the supply of industrial land.

I-2 Districts These districts are for heavy industrial activities which (Heavy Industrial) may be offensive, or incompatible, if located near commercial or residential uses and for limited business use

14. a. Does the property have any above- or below-ground storage tanks? ☒ Yes ☐ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

Historically, there was an AST associated with a locomotive fueling facility. The AST is no longer present but the AST containment dike and tank cradle still exist. This area included a truck off loading point, piping, and pump house.

(See Phase I ESA)

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# Lot 1
b. Acreage 3.127
c. Current Owner CSX Transportation, Inc.
CSX Real Property, Inc.
d. Owner Mailing Address J915, 301 West Bay St.
ROUTE 800, Jacksonville, FL 32202
e. Contact Person for Access Kevin Boland
f. Access Person's Phone # 904-279-3818
g. Is Parcel Currently Vacant? ☒ Yes ☐ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1960s
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

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b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____
e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

At this time the redevelopment plans are not known. The project is in the property acquisition stage. Possible redevelopment scenarios for site, that have been discussed, include the following: baseball stadium (minor league), municipal complex, corporate headquarters, etc.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

At this time this is not likely, however, we would like to leave our options open as to what the site will be redeveloped as.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number Unknown at this time.
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ Unknown at this time

20. a. Will there be Intangible benefits from this redevelopment such as:
☒ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☒ Deconstruction/ Recycling of demolition or building debris
☒ Other _____

- b. Please Describe:

At this time the redevelopment plans are not complete but all of the above will be considered.

21. Anticipated date of closing or acquiring title to the property 2018 AUGUST September / 30 / 2011

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.

Y. Roach - MEMBER, SNYDER LAND INVESTMENTS, LLC
Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

GEL Engineering, LLC

Company

| | | | |
|------------------------------|-------------------|--------------|--------------------------|
| 111 Suite J Smith Hines Road | Greenville | SC | 29607 |
| Address | City | State | Zip |
| Robert MacPhee | | 864-676-2202 | 864-477-9243 rem@gel.com |
| Project Contact 1 | S.C. PE/PG Reg. # | Phone 1 | Phone 2 email |
| Andrew Eyer | 837 | 919-544-1100 | ade@gel.com |
| Project Contact 2 | S.C. PE/PG Reg. # | Phone 1 | Phone 2 email |

24. Legal Counsel (Optional)

Johnson, Smith, Hibbard & Wildman

Firm

Mr. Kelly Lowry

864-582-8121

Attorney

Phone 1

Phone 2

220 North Church Street, P.O. Box 5587

Spartanburg

SC

29304

klowry@jshwlaw.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

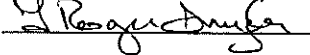
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.

 MEMBER, SNYDER LAND INVESTMENTS, LLC

Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☒ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by GEL Engineering, LLC

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☐ The Applicant believes the Department already has all environmental data in its files on: _____☒ The Following reports are attached:

(Site Name)

Report Date

Report Name

Environmental Firm

November 17, 2010

Phase I ESA - CSX Property

GEL Engineering, LLC

January 26, 2011

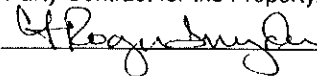
Limited Phase II ESA

GEL Engineering, LLC

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties: (check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.

 MEMBER - SNYDER LAND INVESTMENTS, LLC

Signature(s)

This Section for Department Use Only

| | | |
|---------------------------|-----|--|
| Assigned File Name | | |
| Eligible for NRP Contract | Y N | |
| Assigned File Number | | |
| Assigned Contract Number | | |

Potentially Responsible Party

CSX Transportation, Inc.
CSX Real Property, Inc.
1915, 301 West Bay Street
Suite 800
Jacksonville, Florida 32202

BUTLER, MEANS, EVINS & BROWNE, P.A.

ATTORNEYS AT LAW

234 NORTH CHURCH STREET (29306)
POST OFFICE DRAWER 451
SPARTANBURG, SOUTH CAROLINA 29304
864-582-5830
FAX 864-585-2034
EMAIL: attorneys@butlermeans.com

THOMAS A. PHILLIPS
STANLEY T. CASE
WILLIAM L. DUNCAN
EDWARD C. SMITH
ALAN M. TEWKESBURY, JR.
PAUL S. ZION
J. KEVIN OWENS

OF COUNSEL:
R. E. BROWNE, III
ELFORD H. MORGAN

THOMAS B. BUTLER
(1993-1972)

THOMAS A. EVINS
(1913-1991)

T. SAM MEANS, JR.
(1921-2000)

February 17, 2011

Via E-Mail Only: Robert.MacPhee@gel.com

Mr. Robert MacPhee
GEL Engineering

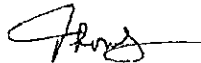
Re: Snyder Land Investments, LLC, Spartanburg, South Carolina

Dear Bob:

Pursuant to the request of Roger Snyder, I am sending legal descriptions for Main Parcel, ~~Easement Parcel~~, and ~~Quit-Claim~~ Parcels. We may have a response from CSX to my letter by the end of the week.

Very truly yours,

BUTLER, MEANS, EVINS & BROWNE, P.A.



THOMAS A. PHILLIPS

TAP/sb
Enc.

cc: Mr. F. Roger Snyder, Vice President, Snyder Investments, Inc.
Via E-Mail Only: snyderel@bellsouth.net

CSX Transportation, Inc.
to
Snyder Land Investments, LLC
(Main Parcel) LOT #1

ALL that parcel or tract of land located on the northern side of West Henry Street, to the south of West Main Street, and on the western side of Groce Street, in the City and County of Spartanburg, State of South Carolina, being shown and designated as Lot No. 1, containing 3.127 acres, more or less, on a plat of survey for Snyder Land Investments, LLC, and Snyder Investments, Inc., by Joe E. Mitchell, P.L.S., dated November 30, 2010, revised December 15, 2010, and January 27, 2011, and recorded in Plat Book _____, page _____, Register of Deeds for Spartanburg County, South Carolina, and being more particularly described with reference to said plat of survey as follows:

Commencing at an iron pin on the western side of Groce Street, which iron pin is located S 19°57'08" E 202.78 feet; S 19°57'08" E 19.04 feet, and S 70°03'15" W 12.65 feet from the intersection of the center line of Groce Street and the southern right-of-way line of West Main Street, thence S 19°56'45" E 117.47 feet to a nail; thence S 70°02'52" W 87.49 feet to an iron pin; thence S 19°04'59" E 32.72 feet to an iron pin; thence S 57°34'46" W 16.18 feet to an iron pin; thence S 13°03'41" E 6.12 feet to an iron pin; thence S 38°24'37" W 107.86 feet to an iron pin; thence S 17°41'34" E 65.33 feet to an iron pin; thence S 56°20'19" E 50.04 feet to an iron pin; thence S 12°14'59" E 236.56 feet to a nail; thence S 59°25'06" W 80.01 feet to a nail; thence S 20°42'02" E 115.08 feet to a nail; thence S 63°38'05" W 66.18 feet to an iron pin; thence S 63°36'12" W 61.22 feet to an iron pin; thence S 20°46'47" E 60.09 feet to an iron pin; thence N 70°38'00" E 10 feet to a point; thence S 19°18'47" E 124.14 feet to a point; thence S 70°27'13" W 6.91 feet to a spike; thence S 70°01'30" W 196.98 feet to an iron pin; thence N 02°34'15" E 230.14 feet to an iron pin which is located 50 feet east of the railroad track of CSX Transportation, Inc.; thence N 10°23'57" E 219.31 feet to an iron pin; thence N 10°31'00" E 433.15 feet to an iron pin; thence S 77°11'10" E 15.82 feet to an iron pin; thence N 14°11'13" E 124.53 feet to an iron pin; thence N 03°55'41" E 16.51 feet to an iron pin; thence N 70°03'15" E 90.61 feet to an iron pin, the point of commencement.

This is a portion of the same property conveyed by the following deeds recorded in the Register of Deeds for Spartanburg County, South Carolina:

- (a) City Council of Spartanburg, SC, to John B. Cleveland, Receiver of the Port Royal and Western Carolina RR Co, undated, and recorded September 26, 1896, in Deed Book 3-N, page 756.

(b) Margaret McAbee and J. B. Poole to Charleston & Western Carolina Railway Company, dated April 23, 1904, and recorded May 10, 1904, in Deed Book 4-D, page 103.

(c) J. K. Stuckey to Charleston & Western Carolina Railway Company, dated April 23, 1904, and recorded May 10, 1904, in Deed Book 4-D, page 112.

(d) The City of Spartanburg to Charleston & Western Carolina Railway Company, dated July 1907, and recorded July 23, 1907, in Deed Book 4-F, page 672.

(e) J. B. Bates to Charleston & Western Carolina Railway Company, dated June 23, 1907, and recorded June 27, 1907, in Deed Book 4-M, page 777.

(f) D. A. Switzer to Charleston & Western Carolina Railway Company, dated November 5, 1913, and recorded February 28, 1914, in Deed Book 5-F, page 285.

(g) The Atlantic Land and Improvement Company to Charleston & Western Carolina Railway Company, dated October 4, 1913, and recorded October 16, 1913, in Deed Book 5-H, page 724.

(h) J. W. Bell to Charleston & Western Carolina Railway Company, dated August 26, 1913, and recorded July 8, 1916, in Deed Book 5-Q, page 192.

(i) The City of Spartanburg to Seaboard System Railroad, Inc., dated March 22, 1985, and recorded March 27, 1985, in Deed Book 51-D, page 543.

Through a series of mergers and name changes, CSX Transportation, Inc., succeeded to the interests of the Grantees of the above-referenced Deeds. See instruments recorded in Deed Book 43-B, page 668, Deed Book 37-G, page 405, Deed Book 50-W, page 454, and Deed Book 59-J, page 831, Register of Deeds for Spartanburg County, South Carolina.